

Agenda
Louisiana Wild Life & Fisheries Commission
Meetings of
Aug. 24 & 25, 1964

- ✓ 1. Approval of minutes of meetings - July 27 and 28, 1964. (2)
- ✓ 2. Setting of trapping season. (2)
- ✓ 3. Saline Wildlife Management Area - Re: Option for additional land - expiring Sept. 4, 1964. (3)
- ✓ 4. Ratification of approval of boat launching ramp contracts:
 - ✓ a) St. Martin Parish Boat Ramps - ✓ Glazer Const. Company
 - ✓ b) Half Moon Bayou Boat Ramp - ✓ Prairie Const. Company
 - ✓ c) Big Creek Boat Ramp - Avoyelles Par. ✓ Moreauville Concrete Works. (6)
 - ✓ d) Black River Boat Ramp - Catahoula Par. - ✓ D.W. Thomas and Son. (6)
 - ✓ e) Bayou Falcon Boat Ramp, Catahoula Par. ✓ J.T. Richardson.
 - ✓ f) Franklin Parish Boat Ramp - ✓ Pamper Construction Co.
- ✓ Acceptance Contract 5479 - ✓ Prairie Const. Co. for construction Half Moon Lake Ramp, St. Landry Parish (8)
- ✓ Acceptance Contract 5471 - ✓ Moreauville Concrete Works construction Big Creek ramp, Avoyelles Parish. (7)
- ✓ 5. Trapping on Wildlife Management Areas. (9)
6. Authorize use of turkey tag as 3rd deer tag for coming deer season. (11)
- ✓ 7. Sister Lake Oyster Seed Ground Reservation - Re: opening of. (13)
8. Applications for permits -
 - a) Capital Dredging Corp. Re: Dredging sand & fill material, Mississippi River. (14)
 - b) Jahncke Service Inc. Re: Dredging shells in Mississippi Sound near La.-Miss. State Line. (16)
 - c) Jahncke Service Inc. Re: Dredging fill material and sand from Mississippi River. (17)
 - d) Louisiana Materials Co. re: Dredging shell in Mississippi Sound area near La.-Miss. Line. (19)
- ✓ 9. Effects of Dredging in Lake Salvador - Report & study on effects of dredging on crabs and catfish. (Re: permit request of Joe Jurisich to dredge in Lake Salvador) (20)

- ✓ 10. Purchase and transfer of exclusive lease held by Leftwich Company in Lakes Pontchartrain and Maurepas to Radcliff Materials, Inc. (21)
- ✓ 11. Consider bids on pumping plant for Lake #2 Rockefeller Wildlife Refuge. (28)
- ✓ 12. Pass-a-Loutre regulations (29)
- ✓ 13. Ellis Irwin - Resignation of. (31)
- ✓ 14. Harry Howard - appointment of as attorney for Commission (32)
- 15. ✓ Waterfowl Hunting season. Setting dates for. (32)
- 16. Other business
 - ✓ Confiscated Nets seized in connection with violations Recommendations as to disposal of (38)
 - ✓ La.Oysters & Growers request for additional enforcement agents to protect reefs & enforcement of 3" culling law (38)

**PROCEEDINGS OF MEETINGS
OF THE
LOUISIANA WILD LIFE AND FISHERIES COMMISSION
AUGUST 24 and 25, 1964.**

* * * * *

The regular monthly meetings of the Louisiana Wild Life and Fisheries Commission were held in New Orleans, on Monday and Tuesday, August 24 and 25, 1964.

Monday's meeting consisted of conferences with Division Chiefs on general department matters and the preparation of the Agenda for the Tuesday Public Meeting.

The public Meeting was held on Tuesday, August 25th, at 10:00 A.M., in Room 226, Louisiana Wild Life and Fisheries Commission Building, New Orleans, La.

Members present at both meetings were as follows:

Ray Whatley, Chairman ✓
John Edwin Kyle, Jr., Vice-Chairman ✓
A. J. Duquet ✓
John Paul Crain ✓
H. B. Fairchild ✓
Jimmie Thompson ✓
H. Clay Wright ✓

Chairman Whatley called the meeting to order and stated the first order of business was the approval of the minutes of

the previous meetings.

On motion of Mr. Suquet, seconded by Mr. Thompson, and unanimously adopted, the reading of the minutes of the regular meetings, held on July 27 and 28, 1964, were dispensed with and the minutes were approved as submitted to the Commission Members.

The next item on the Agenda was the setting of the trapping season, and Chairman Whatley called upon Mr. Ted O'Neil for his recommendations.

Mr. O'Neil gave his recommendations for the 1964-65 trapping season and the following seasons were unanimously adopted, upon motion of Mr. Crain and seconded by Mr. Wright.

BE IT RESOLVED that the following trapping season be set for 1964-65:

MUSKRAT & - December 1, 1964 through February 25, 1965.
BEAVER

NUTRIA - November 15, 1964 through March 20, 1965.

MINK - November 15, 1964 through January 10, 1965.

ALL OTHER FURBEARERS - November 15, 1964 through February 15, 1965.

Areas in Plaquemines Parish lying south of the Empire Ship Channel and Locks are excluded. For this area,

(All trapping) December 1, 1964 through March 20, 1965.

Chairman Whatley stated that the next item on the Agenda was Commission consideration for taking up the option for purchase of additional land for the Saline Wildlife Management Area.

Chairman Whatley stated this Commission had previously, on March 4, 1964, made a fine purchase of land in the Alexandria area, known as Saline Wildlife Management Area. He stated that we had purchased 50,000 acres of land, largely in LaSalle Parish, at \$29.00 per acre, and at the same time took an option on approximately 10,000 additional acres, in Catahoula Parish, at the same price. This option expires on September 4, 1964, and since this is one of the most important functions of the Commission to obtain more land for Wildlife Management Areas, he recommended that the option be taken up and called on Mr. Harry Howard, Attorney, for legal advice.

Mr. Howard stated that, as mentioned by the Chairman, this is an option agreement entered into between the Louisiana Wild Life and Fisheries Commission and Rex E. Callicott, owner of the property, in Catahoula Parish, which adjoins the land previously purchased, and recommended the purchase of this land.

Mr. Duquet stated it was with pleasure that he would make a motion that this be done immediately in view of the fact that there is very little land available in the State of Louisiana for this purpose.

It was brought out in the discussion that the land

adjoining this area was sold for \$50.00 an acre, and that the remaining land is being purchased for \$45.00 per acre.

On motion of Mr. Bugust, seconded by Mr. Thompson, the following resolution was adopted:

WHEREAS, on the 4th day of March, 1964, for valuable consideration, one Rex E. Callicott granted unto the Louisiana Wild Life and Fisheries Commission, for an initial term of six months expiring on the 4th day of September, 1964, the exclusive right and option to purchase certain described lands situated in Catahoula Parish under certain terms and conditions, all as will appear from the agreement, a copy of which is attached hereto and made a part hereof; and

WHEREAS, according to said agreement, should the Louisiana Wild Life and Fisheries Commission desire to exercise the said option, Mr. Rex E. Callicott must be given written notice accepting the offer and promise of Mr. Rex E. Callicott to sell the said property; and

WHEREAS, subsequent to the exercise of said option certain procedures are to be followed by both parties to the said agreement ultimately leading to the sale of the said property by Rex E. Callicott to the Louisiana Wild Life and Fisheries Commission all as set forth in said agreement; and

WHEREAS, the said property to be conveyed amounts to 10,256.62 acres for the price and consideration of \$29.00 per acre; and

WHEREAS, the costs to be paid by the Louisiana Wild Life and Fisheries Commission will consist of the purchase price for the said land, a pro-rata of the ad valorem taxes at the time of the act of sale and other closing costs, excepting those specifically to be borne by the seller;

THEREFORE, BE IT RESOLVED, that the Louisiana Wild Life and Fisheries Commission does by these presents hereby exercises the option to purchase lands described in the agreement made a part of this resolution under the terms and conditions as set forth therein;

BE IT FURTHER RESOLVED that the Commission does hereby authorize and empower Ray Whatley, Chairman, John E. Kyle, Jr., Vice-Chairman, and H.B. Fairchild, Member, to immediately do and perform any and all acts necessary to formally exercise the said option and all other necessary procedures outlined in said agreement, with the specific authority and power to act for the Commission in executing the Act of Sale, receiving the said lands and paying over to Mr. Rex W. Callicott the consideration therefor all in accordance with the terms and conditions contained in said agreement and in accordance with the law.

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STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN, That on this, the 4th day of March, 1964, before me, James R. Fuller, a Notary Public, duly commissioned and qualified in and for the Parish of East Baton Rouge, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared

-----REX E. CALLICOTT,-----

of the full age of majority and a resident of East Baton Rouge Parish, Louisiana, who has been married but once and then to Mrs. Maudine Curtis Callicott, nee Curtis, with whom he is presently living and residing, sometimes hereinafter known and designated as "Seller", who declared and acknowledged that for and in consideration of the sum of Fifty and no/100 Dollars (\$50.00) cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, he hereby grants unto

-----LOUISIANA WILD LIFE AND FISHERIES COMMISSION,-----

an agency of the State of Louisiana, herein appearing through A. J. Baquet, Chairman, L. Richard Fleming, Vice-Chairman, and Ray Whatley, Member, hereunto duly authorized by a resolution duly adopted at a meeting of the Commission held at its office in the City of New Orleans on February 25, 1964, a certified copy of which is hereto attached, sometimes hereinafter known and designated as "Purchaser", for a period of six (6) months from date hereof, and ending at midnight on the 4th day of September, 1964, and subject to the conditions, provisions and stipulations herein set forth and expressed, the exclusive right and option to purchase the following described lands situated in Catahoula Parish, Louisiana, together with all the rights, ways, servitudes, prescriptions and advantages thereunto belonging or in anywise appertaining, and including alluvion and batture, to-wit:

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CATAHOULA PARISH

TOWNSHIP 4 NORTH, RANGE 5 EAST

<u>Section</u>		<u>Acreage</u>
5	Entire fractional	619.70
6	SW/4; SW/4 of SE/4 and Lot 7	226.66
7	Entire fractional	960.70
8	Entire fractional	613.54
17	Entire	640.72
18	All East of Saline Bayou	<u>560.80</u>
Total Acreage		3,222.12

TOWNSHIP 5 NORTH, RANGE 5 EAST

15	Lots 3, 5, 6, 7	154.82
17	Entire	642.68
18	Entire	641.56
19	E/2; E/2 of W/2	481.26
20	Entire	641.48
21	Entire fractional	529.43
22	Entire	638.00
27	Entire fractional	631.10
28	Entire fractional	514.00
29	Entire fractional	995.16
32	All except Lot 1 (Part NE/4 of NE/4 North of Bayou) of fractional Section	603.28
33	Entire fractional	538.50
34	Entire fractional	<u>423.23</u>
Total Acreage		7,034.50
GRAND TOTAL		10,256.62

in whole or in part, by a valid and merchantable title and free of all mortgages, liens and other encumbrances, other than as herein shown, for the price and consideration of Twenty-nine and no/100 Dollars (\$29.00) per acre.

This option may be extended or renewed for an additional period of six (6) months, ending at midnight on the 4th day of March, 1965, by the payment by Purchaser to Seller of an amount in cash equal to one-half (1/2) of the state and parish taxes assessed against said property for the year 1963, prior to the expiration of the original option period. Such extension shall be effective upon delivery of check of Purchaser in the required amount and within the time specified payable to Seller, which may be delivered personally to Seller or mailed to him within the requisite time in the manner and to the address as hereinafter provided for the giving of notice of exercise of this option.

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Such payment shall be deemed complete upon the actual delivery of the check or upon such mailing, and if mailed, the date of the registered or certified mail receipt shall be deemed the date of payment.

EXERCISE
OF
OPTION

In the event Purchaser desires to exercise the option herein granted, it shall, within the time above stated and specified, notify Seller in writing of its exercise of said option by handing written notice to Seller or mailing same to him at his mailing address as hereinafter shown by registered or certified mail. Such notice shall be deemed to have been timely and properly given to the Seller on the date same is handed to him or the date of the registered or certified mail receipt.

The failure of Purchaser to timely and properly exercise its option and accept the offer and promise of Seller to sell said property, shall amount to a rejection thereof, and in such event the Purchaser shall, upon the request of Seller, execute and deliver to Seller a recordable instrument evidencing the expiration or termination of the option.

The Purchaser, having timely and properly exercised its option in the manner above shown, the offer and promise of Seller to sell and the acceptance thereof by Purchaser shall then constitute a contract to sell and buy and both parties shall have and receive all the rights and obligations imposed by law on the parties to such an agreement, including the right of specific performance. In such event, the obligation of Seller to sell and the obligation of Purchaser to buy shall be upon the following express conditions, provisions and stipulations, to-wit:

1. Seller shall, within 5 days after the date this option has been exercised in the manner herein provided, order an owner's title insurance policy in the name of the Purchaser from a title insurance company doing business in the State of Louisiana, covering title to the lands to be purchased, in the amount of the purchase price, subject to the exceptions hereinafter set forth. In the event the said title insurance company should refuse to examine title to said lands and issue a policy thereunder, then and in that event the Seller shall, within 5 days after being so notified by said title insurance company of its refusal to examine the title to said lands and issue said policy, request a second

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title insurance company to issue said owner's title insurance policy and thereafter both parties shall proceed, within the aforesaid periods, in the same manner as if the second title insurance company had been originally selected. Seller shall, within 5 days after receiving title insurance binder from said title insurance company, give written notice to Purchaser of the issuance of said binder by handing or mailing same to it by registered or certified mail at its mailing address hereinafter shown. Seller shall sell and Purchaser shall buy the lands, the title to which has been approved, and included in and covered by said title insurance binder.

2. The title insurance binder having been issued and the Purchaser so notified, the act of sale conveying the lands described in said binder shall be executed at the office of the Purchaser at the address hereinafter shown, unless some other place is mutually agreed upon, on or before 5:00 o'clock P.M. on the 20th day after Purchaser has been so notified. The said act of sale may be by private act, but if it is by notarial act, it shall be passed before a notary public selected by the Purchaser. In connection with the passing of the deed, the Seller shall pay all costs and expense of United States Internal Revenue Stamps to be affixed to the deed and the cost of tax and mortgage certificates, with all other costs being borne by the Purchaser.

3. The act of sale from Seller to Purchaser shall contain the usual and customary provisions of a cash sale of Louisiana real property, except that said act shall contain the following or substantially similar conditions, provisions and stipulations, to-wit:

(a) The price and consideration of the sale shall be an amount that equals the number of acres to be conveyed multiplied by Twenty-nine Dollars (\$29.00) per acre, which amount is payable in cash at the time of the passing of the deed.

(b) The Seller will furnish the Purchaser with a title insurance policy or policies covering the lands purchased, issued by a company or companies acceptable to the Purchaser. The said policy shall be subject to the exceptions hereinafter set forth.

(c) The Seller shall convey only such mineral interests which he may own in said lands, and the conveyance shall be made subject to oil, gas and mineral reservations made by prior owners, and to all rights of ingress and egress for the purpose of mining and producing said minerals, and other surface uses of said lands as provided for in the deeds of record in the offices of the clerks and recorders of the parishes in which said lands lie that pertain to same.

(d) Seller shall convey said lands subject to all servitudes of rights-of-way for highway, pipelines and utilities, surface leases and any other servitudes of record in the offices of the clerks and recorders of the parishes in which said lands lie that affect said lands.

(e) No warranty shall be made by the Seller as to the number of acres sold, and the acreage to be acquired will be accepted in accordance with the latest United States Government survey. Should it develop by later survey that the acreage is more or less than stipulated in the deed, neither Purchaser nor Seller will be accountable therefor to the other.

(f) Seller shall not be responsible for any adverse title to any of said lands not disclosed by the records in the offices of the clerks and recorders of the parishes in which said lands lie.

(g) The warranty of the Seller shall be limited to the obligation to return the purchase price in the event of

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failure of title. The value of the land for determining the obligation of the Seller under said warranty in the event of failure of title shall be fixed at Twenty-nine Dollars (\$29.00) per acre.

(h) The ad valorem taxes on said lands for the past three years shall be paid by the Seller. Taxes for the current year shall be prorated as of the date of sale, based on the assessment of the previous year.

The parties hereto understand and agree that all rights acquired hereunder by Purchaser may be transferred and assigned by the Purchaser to any other agency, department, commission or public corporation of the State of Louisiana, and any such transferee or assignee may exercise this option and any extension or renewal of same and all rights thereunder on the same terms and conditions, as fully and completely as if said transferee and assignee had been the original optionee herein. The Purchaser shall not, however, have the right and power to assign this option, in whole or in part, to any private purchaser.

All notices, demands and correspondence made necessary by the provisions of this agreement shall be deemed to be properly given, served or addressed if and when delivered or sent by United States mail directed as follows:

TO THE SELLER:

Mr. Rex E. Callicott
2266 North Third Street
Baton Rouge, Louisiana

TO THE PURCHASER:

Louisiana Wild Life and Fisheries
Commission
400 Royal Street
New Orleans 16, Louisiana
Attention: L. D. Young, Jr., Director

The address of either party may be changed upon the giving of written notice of such change to the other party.

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All the agreements and stipulations herein contained and all the obligations herein assumed shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns, subject to the limitations above expressed.

THUS DONE, READ AND PASSED in the City of Baton Rouge, parish and state aforesaid, in multiple originals, in the presence of L.D. Young, Jr. and John W. Barton, competent attesting witnesses, who have hereto signed their names with the parties and me, said notary, on the day, month and year first above written, after due reading of the whole.

WITNESSES:

L.D. Young, Jr.
John W. Barton

Rex E. Callicott
Rex E. Callicott - Seller

LOUISIANA WILD LIFE AND FISHERIES COMMISSION

By A. J. Duquet
A. J. Duquet - Chairman

By L. Richard Fleming
L. Richard Fleming - Vice Chairman

By Ray Whitley
Ray Whitley - Member

PURCHASER

James D. Sullivan
Notary Public, East Baton Rouge
Parish, Louisiana

Approved
Jefferson H. Davis
Governor 3/4/64

Chairman Whatley called upon Mr. Joe Herring relative to the next item on the Agenda.

Mr. Herring stated that he would request ratification of approval of boat launching ramp and parking area contracts; that this work was being done under the Accelerated Public Works program; that the Department of Public Works awarded the contracts to the lowest bidders; that the contracts had been approved by the Federal Government, who is sharing in the cost of this work; that the work was supervised by the Department of Public Works and that some of this work had been completed and others are still in progress and he listed the contracts in force.

On motion of Mr. Kyle, seconded by Mr. Fairchild, the following resolution was adopted:

BE IT RESOLVED that the Commission does hereby formally ratify the approval of the following boat launching ramps to be constructed, in the process of construction and completed under the Accelerated Public Works program:

1. Name of Project: St. Martin Parish Boat Ramps and Parking Areas
 1. Bayou Benoit
 2. Bayou Deuterive
 3. Bette LaRose

Successful Bidder: Glaser Construction Company, Lafayette, La.
Amount of Bid: \$29,998.65
2. Name of Project: Half Moon Bayou Boat Ramp and Parking Area in St. Landry Parish
Successful Bidder: Prairie Construction Company, Opelousas, La.
Amount of Bid: \$6,457.50

3. Name of Project: Big Creek Boat Ramp and Parking Area,
Avoyelles Parish
Successful Bidder: Moreauville Concrete Works, Moreauville,
La.
Amount of Bid: \$7,902.00
4. Name of Project: Black River Boat Ramp and Parking Area,
Jonesville, in Catahoula Parish, La.
Successful Bidder: D. W. Thomas and Son, Bastrop, La.
Amount of Bid: \$13,351.00
5. Name of Project: Bayou Falcon Boat Ramp and Parking Area,
Sicily Island, in Catahoula Parish, La.
Successful Bidder: J.T. Richardson, Ruston, La.
Amount of Bid: \$12,585.80
6. Name of Project: Franklin Parish Boat Ramp and Parking Area
on Tensas River, Southeast of Wisner, La.
Successful Bidder: Pumper Construction Company, Crowley, La.
Amount of Bid: \$13,614.03

BE IT FURTHER RESOLVED that six (6) certified copies of this resolution be delivered to the State Department of Public Works.

Mr. Herring stated that Contract No. 5471 between the Louisiana Wild Life and Fisheries Commission and Moreauville Concrete Works, for the construction of a Boat Launching Ramp and Parking Area on Big Creek, in Avoyelles Parish, was completed and the Chief Engineer of the Department of Public Works had requested that the contract be formally accepted.

On motion of Mr. Duquet, seconded by Mr. Thompson, the following resolution was unanimously adopted:

WHEREAS, the Chief Engineer of the Department of Public Works, State of Louisiana, has certified to the Louisiana Wild Life and Fisheries Commission that the Contractor has completed Contract No. 5471, between the Louisiana Wild Life and Fisheries Commission and Moreauville Concrete Works, for the construction of a Boat Launching Ramp and Parking Area on Big Creek, in Avoyelles Parish, and has recommended that same be accepted;

NOW, THEREFORE BE IT RESOLVED by the Louisiana Wild Life and Fisheries Commission that the work done by Moreauville Concrete Works, Contractor, under contract No. 5471, be and the same is hereby accepted.

BE IT FURTHER RESOLVED that the Director be and he is hereby authorized and directed to file a certified copy of this resolution in the mortgage records of the Parish of Avoyelles, Louisiana.

Mr. Herring also stated that Contract No. 5479 between the Louisiana Wild Life and Fisheries Commission and Prairie Construction Company Inc., for the construction of a Boat Launching Ramp and Parking Area on Half-Moon Lake, in St. Landry Parish, was completed, and the Chief Engineer of the Department of Public Works had requested that the contract be formally accepted.

On motion of Mr. Wright, seconded by Mr. Kyle, the following resolution was unanimously adopted:

WHEREAS, the Chief Engineer of the Department of Public Works, State of Louisiana, has certified to the Louisiana Wild Life and Fisheries Commission that the Contractor has completed Contract No. 5479, between the Louisiana Wild Life and Fisheries Commission and Prairie Construction Company Inc., for the construction of a Boat Launching Ramp and Parking Area on Half-Moon Lake, in St. Landry Parish, and has recommended that same be accepted;

NOW THEREFORE BE IT RESOLVED by the Louisiana Wild Life and Fisheries Commission that the work done by Prairie Construction Company, Contractor, under Contract No. 5479, with said Commission, dated April 25, 1964, be and the same is hereby accepted and extension of time granted to the date of this acceptance.

BE IT FURTHER RESOLVED that the action of the Director under date of August 5, 1964, wherein he filed notice of acceptance with the Clerk of Court of St. Landry Parish, be and the same is hereby approved and ratified.

Mr. Herring was called to the floor relative to the request to trap on Wildlife Management Areas.

Mr. Herring stated that for the first time since the operation of our wildlife management areas, the Fish and

Game Division would like to recommend a trapping season for fur bearers on all of the Management Areas, except Fort Polk, State Forest Wild Life Management Area, and Saline Wildlife Management Area.

Reasons are as follows:

- 1) An over abundance of raccoon is interfering with wildlife research development and are probably causing some predation of turkey nest and young.
- 2) We have had requests from local people to trap the various areas and we feel that fur bearers could be harvested on the area along with game animals.
- 3) On Management Areas the trapping of fur bearers would further to complete a well rounded management program.

Mr. Herring recommended trapping of the following species by obtaining a season permit from the District Office: Mink, Raccoon, Opossum, Skunk, Fox, Bobcat, Beaver, Muskrat, and Muskrat. The trapping of otter will be specifically prohibited. Trapping season to open December 10th and run to the end of the current trapping season. The trapper will not be permitted to carry any type of firearms. The trapper will be required to keep a record of all animals caught and turn this record into

the District office within 10 days after the close of trapping season. Number of permits will not be limited.

On motion of Mr. Crain, seconded by Mr. Fairchild, the following resolution was unanimously adopted :

BE IT RESOLVED that trapping of fur bearing animals be permitted on all of the Management Areas except Fort Polk, State Forest Management Area and Saline Wildlife Management Area.

BE IT FURTHER RESOLVED that the trapping season will open on December 10, 1964, and run to the end of the current trapping season; that the trapper will not be permitted to carry any type of firearms and will be required to keep a record of all animals caught and turn this record into the District office within 10 days after close of the trapping season.

BE IT FURTHER RESOLVED that the following species will be permitted by obtaining a season permit from the District Office: Mink, Raccoon, Opossum, Skunk, Fox, Bobcat, Beaver, Muskrat and Muskrat.

Mr. Roger Hunter was called upon relative to the use of turkey tag as third deer tag for the coming deer season.

Mr. Hunter stated that due to the increase in bag limit of deer from two to three and since the licenses are printed and distributed prior to the announcements of

seasons and bag limits that he recommended that the turkey tag, furnished with the 1964-65 big game license, be authorized for use as a third deer tag for those hunters who may bag three deer during the coming season.

The turkey tag, which follows the two deer tags, attached to the license could be used for either a deer or turkey tag.

Since the turkey season will not open until April of next year, a special turkey tag could be printed and made available prior to the turkey season at our district offices upon application by any holder of a big game license who produces his regular turkey tag which has been used as a third deer tag.

On motion of Mr. Fairchild, seconded by Mr. Thompson, the following resolution was unanimously adopted:

BE IT RESOLVED that the turkey tag furnished with the 1964-65 big game license be authorized for use as a third deer tag for those hunters who may bag three deer during the coming season and that a special turkey tag will be printed and made available, prior to the turkey season, at the District Offices, upon application by any holder of a big game license, who produces his big game license and has used the turkey tag as a third deer tag.

Dr. St. Amant was called to the floor relative to the opening of Sister Lake.

Dr. St. Amant stated that Sister Lake Oyster Seed Ground Reservation has been managed on an experimental basis for the past five years, whereby harvesting of oysters is allowed on alternate years, in order to maintain the best sustained yield. He stated Sister Lake was closed during the past season under this management procedure and should be opened during the coming season on September 1st for the opening of the general oyster season, and he recommended the opening of Sister Lake for the dredging of seed oysters from September 1, 1964 until May 20, 1965.

On motion of Mr. Duquet, seconded by Mr. Kyle, the following resolution was unanimously adopted:

BE IT RESOLVED that Sister Lake, the State Seed Oyster Reservation, in Terrebonne Parish, will be opened to the dredging of oysters effective September 1, 1964 until May 20, 1965, concurrent with the regular oyster season.

BE IT FURTHER RESOLVED that all boats operating in this lake must first secure a permit from the Commission's camp and return to the camp for a cargo check before departing.

Dr. St. Amant was called to the floor relative to application for permits.

Dr. St. Amant read the following letter from Capital Dredging Corporation, P.O. Box 1508, Baton Rouge, Louisiana, dated July 31, 1964.

"With reference to our letter dated July 28, 1964, requesting permission to remove silt and sand by dredging in the desired area in the Mississippi River as shown on our drawing, the following required information is submitted:

1. This is a Louisiana Corporation and a copy of certificate of good standing from the Secretary of State is enclosed.
2. The drawing of the required area has already been forwarded to you.
3. The address of the principal office of the company is 2120 North Third Street, P.O.Box 1508, Baton Rouge, Louisiana.
4. The principal unloading site is opposite the State Capitol in Baton Rouge, Louisiana. However, a portion of the material to be dredged from this location will be delivered to Walter P. Villere Company to be unloaded at Ball River, Louisiana.
5. One eight-inch suction dredge will be used, the capacity of which is about 100 cubic yards of sand pumped per hour.
6. The sand and silt will be transported to the stock pile by barge, the number of tugs and barges will depend on requirements.
7. The amount of material to be dredged annually will depend on requirements and it is impossible at present to give any estimate.
8. The dredging is not on a contract basis.

"We trust that this information will enable you to issue us with the required permit.

"We thank you for your cooperation in this matter.

Very truly yours,

CAPITAL DREDGING CORPORATION

BY: (Signed) Samuel Denham
President."

Dr. St. Amant stated that the application requested a permit to dredge sand and fill material from the Mississippi River, north of Baton Rouge, in the vicinity of Mile 234; that he had examined the application and found that it met all requirements set forth by the Commission, and it has been determined that this operation should in no way be detrimental to wildlife and fisheries. Dr. St. Amant stated there was no objection to the issuance of this permit and recommended that it be granted.

On motion of Mr. Thompson, seconded by Mr. Wright, the following resolution was unanimously adopted:

BE IT RESOLVED that the request of Capital Dredging Corporation for a permit to dredge sand and fill material from the Mississippi River at the mouth of a canal entering the River near Mile 234, be granted and that the Director be empowered to sign any and all documents in connection therewith.

Dr. St. Amant read the following letter from Jahncke Service Inc., P.O. Box 52438, New Orleans, La., dated August 5, 1964:

"Application is hereby made to the Louisiana Wild Life and Fisheries Commission to renew its permit which grants the right and privilege of removing shell and/or shell deposits from the beds or water bottoms of:

"An area bounded on the North, East and West by the Louisiana-Mississippi State Line, and on the South by a line running from Long. $89^{\circ} - 7.5'$ West - Lat. $30^{\circ} - 10.67'$ N. to Long. $89^{\circ} - 16'$ West - Lat. $30^{\circ} - 10.5'$ N. thence to a point intersecting the Mississippi-Louisiana State Line at Long. $89^{\circ} - 18.25'$ W. - Lat. $30^{\circ} - 10.66'$ N.

"Our present permit will expire on September 25, 1964, and we wish to have it extended for the next twelve months.

"Jahncke Service, Inc., agrees to abide by the same reservations, terms and conditions as granted by the Wild Life and Fisheries Commission under its permit to Jahncke Service, Inc., dated September 28, 1962.

Very truly yours,

JAHNCKE SERVICE INC.

BY: (Signed) Fritz Jahncke
Paul F. Jahncke."

Dr. St. Amant stated that Jahncke Service Inc. holds a permit, which is renewable on an annual basis, to dredge shells from the Cabbage Reef Area in the Mississippi Sound near the Mississippi-Louisiana State Line. This annual permit expires on September 25, 1964, and they request that a new

permit be issued for the coming year. Dr. St. Amant stated they could find no objection to the reissuance of such a permit provided it contain all of the reservations and terms of the existing permit.

On motion of Mr. Crain, seconded by Mr. Kyle, the following resolution was unanimously adopted:

BE IT RESOLVED that request of Jahneke Service Inc. for renewal of permit to dredge shells from the Cabbage Reef Area, in the Mississippi Sound near the Mississippi-Louisiana State Line, be granted, provided that such permit contain all of the reservations and terms of the existing permit which will expire on September 25, 1964.

BE IT FURTHER RESOLVED that the Director be authorized to sign any and all documents in connection therewith.

Dr. St. Amant read the following letter from Jahneke Service Inc., P.O. Box 52438, New Orleans, La., dated August 4, 1964:

"Application is hereby made to the Louisiana Wild Life and Fisheries Commission to remove sand from the Mississippi River at Mile 88.5 to Mile 87.5, for a period of five (5) years, from 1964 to 1969.

"This application is made subject to the provisions and requests of the Louisiana Wild Life and Fisheries Commission as set forth in your letter of May 14, 1963. The applicant further agrees to comply with all rules and regulations enacted by the

Wild Life and Fisheries Commission pertaining to the removal from water bottoms of the State as stipulated in our letter to the Commission of May 31, 1963, which you have on file.

"Attached is a sketch which indicates in red pencil the area we wish to dredge sand.

"Also inclosed is copy of our letter of July 3, 1964, to The District Engineer, U.S. Army Engineer District, New Orleans.

"We trust the Commission will act favorably upon our request.

Very truly yours,

JAHNCKE SERVICE INC.

(SIGNED) Fritz Jahncke

Paul F. Jahncke, III, Mgr.
Gravel-Sand-Shell Dept."

Dr. St. Amant stated that Jahncke Service Inc. requests a permit to remove fill materials or sand from the Mississippi River at Mile 88.5 to Mile 87.5, for a period of five years from 1964 to 1969. He stated that the application was examined and found to be entirely in order and should in no way affect wildlife and fisheries conditions in the area. He stated his Division would have no objection to the issuance of such a permit.

On motion of Mr. Kyle, seconded by Mr. Crain, the following resolution was unanimously adopted:

BE IT RESOLVED that the request for permit from Jahncke Service Inc. to dredge for sand or fill materials from the

Mississippi River at Mile 88.5 to Mile 87.5 for a period of five years, from 1964 to 1969, be granted, and that the Director be authorized to sign any and all documents in connection therewith.

Dr. St. Amant read the following letter from Louisiana Materials Co. Inc., dated July 20, 1964:

"In accordance with the provisions of our Permit dated September 28, 1962, we hereby respectfully request the renewal of this permit for an additional twelve (12) month period, beginning simultaneously with the expiration of the existing permit.

"Attached hereto is our check in the amount of \$1,000 to comply with the provisions of Paragraph 12 of the afore-mentioned permit.

"Thank you for your acceptance of the above request.

Yours very truly,

LOUISIANA MATERIALS CO. INC.

(SIGNED) Richard R. Murphy
Richard R. Murphy, President."

Dr. St. Amant stated that the Louisiana Materials Co. Inc., has held a permit which is renewable on an annual basis to dredge shells from the Cabbage Reef Area in the Mississippi Sound near the Mississippi-Louisiana State Line; that the permit expires on September 25, 1964, and they request that a new permit be issued for the coming year. He

stated they found no objection to the reissuance of such a permit, provided that it contain all of the reservations and terms of the existing permit.

On motion of Mr. Thompson, seconded by Mr. Fairchild, the following resolution was unanimously adopted:

BE IT RESOLVED that the request of Louisiana Materials Company Inc., for permit to dredge shells from the Cabbage Reef Area, in Mississippi Sound near the Mississippi-Louisiana State Line, be granted, provided that such permit contain all of the reservations and terms of the existing permit which will expire on September 25, 1964.

BE IT FURTHER RESOLVED that the Director be authorized to sign any and all documents in connection therewith.

Dr. St. Amant was called relative to the effect of dredging in Lake Salvador.

Dr. St. Amant stated that at the direction of the Commission at the last meeting, a study of the crab and catfishing in Lake Salvador was undertaken to determine the effects of shell dredging on that industry. This study was aimed at determining whether an application for dredging by the Joe. Jurisich Company would have any serious effects in the lake. He stated some 250 fishermen use the lake; 42 were contacted, and most registered

objection to dredging in the lake. They also indicated that certain ones would be here at the meeting to make their objections known.

When asked if there was anyone present who would like to speak on this situation, no one answered.

Therefore, on motion of Mr. Kyle, seconded by Mr. Thompson, the request of Jos. Jurisich for a permit to dredge for shells in Lake Salvador was tabled since there was no representative present on this request.

Dr. St. Amant read the following letter from Radcliff Materials Inc., 6401 France Road, New Orleans 26, La., dated August 14, 1964:

"During the past several months, negotiations have taken place between representatives of Leftwich Company, Inc. and Radcliff Materials, Inc., wherein we seek an assignment of interest on the part of Leftwich Materials, Inc., in the lease executed on May 28, 1959 between the Louisiana Wild Life and Fisheries Commission and Ayers Materials Company, Inc., Leftwich Company Inc., Jahacks Service Inc. and Louisiana Materials Company.

"Such lease granted the lessees the exclusive right and privilege of taking shells and shell deposits and removing the same from the beds of Lakes Pontchartrain and Maurepas, in the State of Louisiana for a period of ten (10) years, commencing May 28, 1959 and ending May 28, 1969 and subject to a five year renewal term, in consideration of the payment of certain royalty or rent, all as provided for in the aforementioned instrument.

"At this writing, there appears to be an

agreement between all parties of interest in this connection, and we respectfully request that you receive and accept this communication as our formal application for consideration of this matter before the Commission at its next regular meeting to be held on August 25, 1964.

We attach hereto for your files a copy of the Assignment instrument which we propose to have delivered to you after proper execution on the part of all parties of interest.

Yours very truly,

RADCLIFF MATERIALS, INC.

(Signed) Edward H. Lennox

Edward H. Lennox
Vice-President"

Dr. St. Amant stated that Radcliff Materials Inc., request that the exclusive lease now held by Leftwich Company Inc., in Lakes Pontchartrain and Metrepass, be assigned to them, based on consideration of the attached document which indicates that all parties concerned in this exclusive lease are aware of the transaction and have officially signified no objection to the transfer.

Dr. St. Amant stated if this transfer meets all the legal requirements upon examination by the Commission attorney, his Division has no objection to the granting of the transfer.

Mr. Howard stated that he had examined the proposed assignment and the original lease and informed the Commission that the original lease specifically provides for

an assignment of interest by a co-lessee with the approval of the Commission. Further, since approval has been obtained by the other co-lessees, then it is consistent with Commission policy requiring approval of all lessees to any permits or leases granted in Lake Pontchartrain or Lake Maurepas.

On motion of Mr. Fairchild, seconded by Mr. Thompson, the following resolution was unanimously adopted:

WHEREAS, on May 29, 1959, the Louisiana Wild Life and Fisheries Commission granted and executed in favor of Ayers Materials Co. Inc., Leftwich Company, Inc., Jahncke Service, Inc., and Louisiana Materials Co. Inc., jointly and severally, a lease for a period of ten (10) years, beginning May 28, 1959, and ending May 28, 1969, for the taking and removing of shells and shell deposits from the beds of Lakes Pontchartrain and Maurepas, in this State, reference to which is hereby made for all purposes, and

WHEREAS, under the terms and conditions of Paragraph Twenty-one (21) thereof, no individual lessee shall have the right to sell, give, grant, assign or dispose of the rights and privileges granted and conferred to it under said lease either in whole or in part, without the consent and approval of this Commission, and

WHEREAS, Leftwich Company Inc., has, by written instrument,

dated August 24, 1964, sold, conveyed, transferred and assigned to Radcliff Materials Inc., all of its rights, title, interest and ownership in, to and under said lease in consideration of Radcliff Materials Inc., having agreed and bound itself to assume and discharge all of the obligations of Leftwich Company Inc., therein and thereunder, and in which all of the co-lessees of said Leftwich Company, Inc., have intervened, through and by their duly authorized representative, agreeing and consenting to the aforesaid assignment, and

WHEREAS, said instrument of assignment having been timely submitted to this Commission for its consideration, and

WHEREAS, the Louisiana Wild Life and Fisheries Commission having examined said instrument of assignment and finding no objections thereto,

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED by the Louisiana Wild Life and Fisheries Commission that, considering the foregoing facts, that the instrument of Assignment, executed by Leftwich Company, Inc., in favor of Radcliff Materials Inc., of even date herewith, be and the same is hereby approved and accepted by this Commission in all of its terms and conditions and that the Chairman of this Commission be and he is hereby authorized, empowered and

directed to join in and execute said instrument of Assignment for and on behalf of this Commission to express its consent and approval thereof.

BE IT FURTHER RESOLVED, that considering the fact that paragraphs twenty-two(22), twenty-four (24) and twenty-five (25) of the aforementioned exclusive lease are in conflict with the objects and purposes of this resolution and are no longer required or necessary as integral parts of said lease, that said paragraphs are hereby declared null, void and no longer of effect.

BE IT FURTHER RESOLVED, that the instrument of Assignment, above referred to, upon its execution by the Chairman of this Commission be annexed to and made a part of this resolution as if incorporated herein in toto.

BE IT FURTHER RESOLVED, that the aforesaid lease, except as herein amended or altered be and the same is hereby ratified, confirmed and approved in all of its terms and conditions.

STATE OF LOUISIANA

PARISH OF ORLEANS

KNOW ALL MEN BY THESE PRESENTS, That on May 28, 1959, the LOUISIANA WILD LIFE AND FISHERIES COMMISSION executed an exclusive lease in favor of AYERS MATERIALS COMPANY, INC.; LEFTWICH COMPANY, INC.; JAHNCKE SERVICE, INC.; and LOUISIANA MATERIALS COMPANY, INC., in which the said LOUISIANA WILD LIFE AND FISHERIES COMMISSION sold and granted unto the said Ayers Materials Company, Inc., Leftwich Company, Inc., Jahncke Service, Inc., and Louisiana Materials Company, Inc. the exclusive right and privilege of taking shells and shell deposits and removing the same from the beds of Lakes Pontchartrain and Maurepas in the State of Louisiana for a period of ten (10) years, commencing May 28, 1959, and ending May 28, 1969, and subject to a five-year renewal term, in consideration of the payment of certain royalty or rent, all as provided for in the aforementioned instrument, which is hereinafter referred to as "LEASE".

LEFTWICH COMPANY, INC., herein appearing through its President, Robert W. Chaney, duly authorized, declared that for and in consideration of RADCLIFF MATERIALS, INC.'S assuming all of the obligations of Leftwich Company, Inc. under the aforementioned "Lease", and in consideration of RADCLIFF MATERIALS, INC.'S agreeing to all the terms and conditions of the said "Lease", LEFTWICH COMPANY, INC. does by these presents transfer and assign unto RADCLIFF MATERIALS, INC. all of the said Leftwich Company, Inc.'s rights, titles, interest and ownership in and under the said "Lease", the said RADCLIFF MATERIALS, INC., herein represented by its undersigned Officer, duly authorized, being here present by accepting this assignment of the said "Lease", and accepting delivery thereof, binds itself to perform all the conditions and obligations of the LEFTWICH COMPANY, INC. under the said "Lease".

LOUISIANA WILD LIFE AND FISHERIES COMMISSION, herein acting through J. D. Hair Jr., , Director , duly authorized, here present, consents to the foregoing assignment of the said "Lease" by Leftwich Company, Inc. to RADCLIFF MATERIALS, INC., and Louisiana Wild Life and Fisheries Commission does hereby release the said Leftwich Company, Inc., from any and all obligations and/or liability under the said "Lease" from and after this date and agrees to surrender any and all bonds heretofore furnished the said Louisiana Wild Life and Fisheries Commission by the said Leftwich Company, Inc.

AYERS MATERIALS COMPANY, INC., JAHNCKE SERVICE, INC., and LOUISIANA MATERIALS COMPANY, INC., each herein represented by its undersigned Officer, duly authorized, declare that they consent and approve to the within assignment by LEFTWICH COMPANY, INC. to RADCLIFF MATERIALS, INC. of all of the rights, titles, interest and ownership of the said Leftwich Company, Inc. in and to the aforementioned "Lease", subject to the condition that this assignment shall in no way affect the rights and obligations of Ayers Materials Company, Inc., Jahncke Service, Inc. and Louisiana Materials Company, Inc. in and to the said "Lease".

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto in several counterparts, on this the 25th day of August, 1964, in the presence of the undersigned witnesses, after reading of the whole.

WITNESSES:

Thompson D. Dail
G. H. H. H. H. H.
[Signature]
[Signature]

[Signature]
Life S. H. H. H.

Orville Vanhook, Father
Mary Ledger Rames

[Signature]
[Signature]

John A. Dail
Grace Dawson Rames

LEFTWICH COMPANY, INC.

By [Signature]
 RADCLIFF MATERIALS, INC.

By [Signature]
 LOUISIANA WILD LIFE AND FISHERIES COMMISSION

By [Signature]
 AYERS MATERIALS COMPANY, INC.

By N. H. T. T. T.
 JAHNCKE SERVICE, INC.

By [Signature]
 LOUISIANA MATERIALS COMPANY, INC.

By [Signature]

Mr. Ensminger was called to the floor relative to bids on pumping plant for Lake #2 Rockefeller Wildlife Refuge.

Mr. Ensminger stated that the Department of Public Works prepared plans and specifications for the construction of a pumping plant to be installed in Lake #2 Goose Pasture at the Rockefeller Wildlife Refuge; that five bids were received ranging from \$38,823.75 to \$65,558.00, and he recommended that the Commission approve the low bid of Port City Construction Company of Lake Charles, in the amount of \$38,823.25.

Mr. Ensminger stated this pump will de-water an area of 2,000 acres in the southern end of Lake #2 and will discharge into the center of the impoundment to provide a permanent water area where the birds can seek out nesting sites surrounded by water. The de-watered area will be put into cultivation as soon as it has been dried sufficiently. He stated this is an important part of the overall goose program.

On motion of Mr. Thompson, seconded by Mr. Wright, the following resolution was unanimously adopted:

BE IT RESOLVED that the low bid of Port City Construction Company of Lake Charles, Louisiana, in the amount of \$38,823.25, for the construction of a pumping plant to be installed in Lake #2 Goose Pasture at Rockefeller Wildlife

Refuge, be accepted, and that the Director be authorized to notify the Department of Public Works to proceed with awarding the contract.

BE IT FURTHER RESOLVED, that the Director be authorized to sign any and all documents in connection therewith.

Mr. Ensminger was also called relative to the Pass-a-Loutre regulations.

Mr. Ensminger stated he would recommend that the hunting be conducted in the same manner this year as last year except for one change and that is:

- 1) Hunting be conducted in the nine public camps each Tuesday-Wednesday and Saturday-Sunday.
- 2) That a \$5 fee be charged for each person selected to hunt.
- 3) Hunters be selected through a system of applications and drawings.
- 4) Morning shooting only be permitted.

5) Feb. 1915 - C. A.

He also stated he would like to recommend that we make

one change and that is that women not be permitted to participate in the hunting out of the public camps. For the past four years, women have been permitted to accompany their husbands on the hunts. We have never had more than one or two per season. If women are permitted to hunt, a

*Respectfully submitted,
J. Ensminger
Guardian*

separate camp is reserved for married couples, and due to the fact that in some cases women are not specifically designated on the application, the person assigning camps at Venice is not aware whether a married couple is to be included on a specific hunt, thus necessitating that he reserve this camp in the event that a married couple shows up with permits.

Mr. Ensminger also stated that on the South Pass portion of Pass-a-Loutre, he would like to recommend that shooting from sunrise to sunset be permitted again this year. This is done in order to take advantage of the blue and snow goose shooting that is available on this portion of Pass-a-Loutre. Free permits are issued for the entire season for the use of this area. On the Blind Bay section of the area, he recommended that morning shooting only be permitted and that free permits also be issued for the entire season.

On motion of Mr. Fairchild, seconded by Mr. Wright, the following resolution was unanimously adopted:

BE IT RESOLVED that the following hunting regulations at Pass-a-Loutre be hereby adopted:

- 1) Hunting to be conducted in the nine public camps each Tuesday-Wednesday and Saturday-Sunday.
- 2) A \$5.00 fee to be charged for each person selected to hunt.
- 3) Hunters to be selected through a system of applications and drawings.

- 4) Morning shooting only until 12 noon to be permitted in the public camps and on the Southeast portion of area. Afternoon shooting will be permitted west of South Pass.
- 5) Camp facilities will be limited to men only (16 years and older). Persons under 18 to be accompanied by father or guardian.
- 6) The general rules and regulations pertaining to the entire hunting program to be the same as last year.

On motion of Mr. Bequet, seconded by Mr. Thompson, the following resolution was unanimously adopted:

WHEREAS, Ellis C. Irwin has served the Louisiana Wildlife and Fisheries Commission for a period of four years as its Chief Counsel and has now resigned; and

WHEREAS, he has devoted much time and effort in carrying out the duties incumbent upon him while in that office and has rendered services that have been very beneficial to this Commission, and

WHEREAS, this Commission feels that due recognition should be made,

THEREFORE, the Louisiana Wild Life and Fisheries Commission does hereby express its thanks and gratitude to Ellis C. Irwin, its former Chief Counsel, for having served

this Commission devotedly and well during his term of office.

BE IT FURTHER RESOLVED that copy of this resolution be sent to Ellis C. Irwin.

Mr. Whatley stated that this gives the Commission a vacancy and he would recommend the appointment of Mr. Harry H. Howard as Attorney for the Commission. He has done an excellent job at the Legislature and helping in the office.

On motion of Mr. Kyle, seconded by Mr. Thompson, the following resolution was unanimously adopted:

BE IT RESOLVED that the Commission does hereby acknowledge the resignation of Ellis C. Irwin, Commission Attorney, and does name and ratify the appointment of Harry H. Howard, as Commission Attorney, as of August 1, 1964, and that his salary be set by the Director.

Chairman Whatley stated the next item on the Agenda was the setting of the Waterfowl season. He stated that more than 61 telegrams had been received that morning, - some wanting the latest season possible and some an earlier season. He called upon Mr. Yancey to give his recommendations for the season.

Mr. Yancey stated a letter from the Department of Interior had been received prescribing the hunting regulations on ducks, coots and geese. He stated the Commission

is authorized to set a 40-day duck and coot season within a framework of October 3, 1964 and January 3, 1965, and his recommendations were for ducks and coots, a 40-day consecutive season beginning at sunrise Saturday, November 25, 1964 and ending at sunset on December 30, 1964. He recommended for Geese - November 7, 1964 to January 15, 1965 - 70 consecutive days.

Chairman Whatley stated this has always been a terrific problem to set a season that would benefit the majority of the people, - that it was really a hard job, because some want an early season and others a late season, and he stated he would like to hear from others in the audience as to their recommendations.

Mr. Charlie Bosch, Executive Director, Louisiana Wildlife Federation took the floor and stated that with a 40-day season, he appreciated the fact that the Commission will not be able to satisfy everyone in the State. He stated, however, that at the annual Convention of the Louisiana Wildlife Federation, there was no objection to the recommendation of the Federation for the latest season possible, which ends on January 3, 1965. He stated that they believed this season would provide the best season for all concerned; that the surveys made by the Commission showed the largest population of ducks occurring in late December and January, and

Commission personnel worked hard to have the framework extended to January 10th or 15th; that it would seem inconsistent that we were fighting for an extension into January if the season would be closed before the latest allowable date; that although we have some ducks in November, they are not available to the gunners; that Catahoula Lake sportsmen cannot hunt until December when the rains cause overflow conditions; that the inventory shows the largest flights of ducks entering Louisiana around December 10th; that Arkansas always selects the latest possible date; that the persons desiring the early season of November 13th to December 12th, were doing so for personal reasons and not for the benefit of the State as a whole; that these people can get their ducks without any trouble.

Mr. Bosch stated that thanks to Dick Yancey and Clark Hoffpauer and members of this Commission, as a body, we had a bonus of 2 dogs. He stated it is imperative that the season close as late as possible, which is January 3, 1965; that probably the ducks would arrive later than normal, and we should take advantage of as late a season as possible. He stated that when the weather is warmer, the hunters have to fight snakes, and after a cold spell, the snakes are less abundant, so the late season would be

better for the hunters and the dogs. He stated that Mr. Yancey, Mr. Hoffpauer and the Fish and Game Division Biologists recommended the latest season possible; that the young college students could enjoy hunting during the Thanksgiving Holidays and during the Christmas Holidays, if the season closed on January 3rd.

Chairman Whatley stated that Mr. Bosch did not bring out that there is a feeling among the coastal hunters that during the Christmas Holidays, you are actually losing two days, for the hunters will not go out on Christmas Day and neither on New Year's Eve or New Year's Day.

Mr. Duquet stated that the Board Members had given very serious consideration to the season prior to this meeting and that he personally knew that his colleagues would rather have an early season in his part of the State; that he would like to compromise for the boys in school to include the Holidays and start around November 20th and end December 29th, which would include both the Thanksgiving Holidays and the Christmas Holidays.

Chairman Whatley stated the Board Members had spent several hours yesterday afternoon on this matter, and he would like to recess for about 15 minutes in order for the Commission to make a decision on the seasons.

Mr. Kyle stated he would second that motion, and the meeting recessed at 11 A.M.

The meeting reconvened again at 11:06 A.M.

Chairman Whatley stated that a lot of time was spent on consideration of the right duck season, and that all of them had to give and take a little and compromise was the only thing to do to satisfy most of the people; that he thought there was a great loss to the hunters to include the New Year's Holidays.

Mr. Buquet stated that they had agreed to change from November 20 to November 21 in order to begin the season on a Saturday when everybody could hunt, and close the season on December 30th, 1964.

Therefore, on motion of Mr. Buquet, seconded by Mr. Kyle, the following resolution was adopted:

BE IT RESOLVED that the following season for ducks and costs be set -

12/1/64 *Jan 9 66*
DUCKS: November 21 to December 30, 1964.

Daily bag limit 4, possession limit 8
Limit may not include more than 2 mallards daily or 4 in possession; 2 wood ducks daily or possession; 2 canvasbacks or 2 redheads or 2 1 of each daily or possession.

✓ Bonus Ducks -- Additional to above limits
Scaup - (bluebill, dus gris):
South of U.S. Hwy. 190 only;
Daily bag limit 2, possession 4.

American, red-breasted and hooded mergansers:

Daily bag limit 5, possession 10 in the aggregate of these species. Limit may not include more than 1 hooded merganser daily or 2 possession.

^{12/1} ^{1/91}
GOOSE: November 21 to December 30, 1964.

Daily bag limit 10, possession 20.

Shooting hours for all waterfowl shall be sunrise to sunset each day of the open season.

All other regulations governing the hunting of migratory waterfowl as promulgated by the U. S. Department of the Interior are also hereby adopted.

On motion of Mr. Wright, seconded by Mr. Thompson, the following resolution was unanimously adopted:

BE IT RESOLVED that the following goose season be set:

⁶ ¹⁴
GESE: November 7, 1964 - January 13, 1965.
Daily bag and possession limits 5
Limit may not include more than 2
white-fronted geese (speckle-bellies).

Closed season on Canada Geese.

Shooting hours for all waterfowl shall be sunrise to sunset each day of the open season.

All other regulations governing the hunting of migratory waterfowl as promulgated by the U. S. Department of the Interior are also hereby adopted.

Chairman Whatley stated it had been brought to their attention that during the past four or five years, this department has a great deal of confiscated nets and requested a resolution by the Board to make proper disposal of this equipment and to realize whatever value we could receive.

On motion of Mr. Thompson, seconded by Mr. Kyle, the following resolution was unanimously adopted:

BE IT RESOLVED that the Commission does hereby request Mr. Joe D. Hair Jr., Director, to make a study of the nets and webbing in possession of the Commission, confiscated or otherwise seized in connection with law violations, and report to the Commission at its next regular meeting with recommendations as to the disposition and use of said nets and future policy in regard to same.

Chairman Whatley stated this was the end of the Agenda, and called for any other business to come before the Board.

Mr. Duquet stated he had received a letter from the

Louisiana Oyster Dealers and Growers Association registering a complaint; that their problem was enforcement; that they were not aiming any remarks towards any individual or the Commission, but were requesting protection from illegal fishing on State owned reefs in the Lake Borgne Area, which was going on day and night. He stated that last year, the oysters were very small but plentiful, and they were taken at night; that this year, the reports are that there are very few oysters.

Mr. Duquet requested the Commission to do something about patrolling the area in closed season - - that some arrangement be made with the Enforcement Division to patrol the area at night.

Mr. Duquet also stated that with the opening of the marsh areas on September 1, 1964, that the 3" culling law be enforced; that it was imperative for the industry that this be done.

Chairman Whatley assured Mr. Duquet that this situation would be remedied and that the area would be patrolled. He also stated that the 3" culling law would be enforced.

There being no further business to come before the Board, on motion of Mr. Kyle, seconded by Mr. Thompson, the meeting adjourned.


J.D. Hair Jr., Director & Secretary